

# ZINGAMETALL BVBA: TERMS AND CONDITIONS OF SALE

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## GENERAL TERMS AND CONDITIONS OF SALE

### **Art. 1: Applicable general terms and conditions**

1.1. These general terms and conditions are applicable to all legal relationships with ZINGAMETALL BVBA, registered under VAT number BE0421.689.088.

Only these general terms and conditions shall apply to all offers made by us, all agreements concluded with us for the sale of goods and/or performance of services, as well as the implementation of those agreements, and to all other commitments with us. The applicability of any conditions used by the other party, by whatever name, is hereby expressly rejected.

1.2. Deviations from these general terms and conditions are only applicable in the event that these have been expressly agreed in writing.

### **Art. 2: Payment**

2.1. Except where otherwise specified, all our invoices are payable at the registered office of our company. Objections to the amount of the invoices do not suspend the payment obligation.

2.2. Payment of invoices sent by us for services and/or products provided, must be made in advance, unless otherwise agreed in writing, without deduction of discount or setoff which has not been expressly authorised in writing by us.

2.3. In the event of non-payment of the invoices by the due date, automatically and without further warning there shall be a conventional default interest of 1% per month as from the invoice date, unless the statutory interest is higher, in which case the statutory interest rate shall apply. The interest on the amount due shall be calculated from the moment of default until the moment of settlement of the full amount.

2.4. In the event of default of failure to pay the invoice within 30 days after the due date, there will also be a fixed compensation owing of 10% of the invoice amount with a minimum of 250.00 EURO, from the date of notice until the full payment.

2.5. Furthermore, ZINGAMETALL reserves the right to suspend further implementation of its commitments until the customer has paid the overdue invoices. Any delay in payment by the customer makes all sums due immediately payable.

2.6. The drawing of a bill on the buyer does not involve novation and does not affect the exigibility of the ancillary sums (interest and penalty clause) of the mutual debt.

### **Art. 3: Complaints – protest of the invoice**

3.1. Any protest regarding these terms and conditions of sale, the invoices or deliveries from ZINGAMETALL must, in order to be made valid, be justified by registered letter communicated within 15 days from cognizance of the invoice terms, or receipt of delivery and invoice. Such a letter must contain as detailed a description as possible so that ZINGAMETALL may respond appropriately. The invoice shall be deemed to have been received on the first normal working day following the date indicated on it. In the absence of timely protest, the services/invoices are definitively accepted and payment is due.

### **Art. 4: Retention of title**

4.1. All goods delivered remain the property of ZINGAMETALL until all obligations under this or related transactions are paid in full, even if they are processed, used, consumed or are incorporated in other goods. At all times, in the event of mixing, processing or inclusion in other goods, we acquire co-ownership in proportion to the value of the goods supplied by us. Prior to payment the other party is not entitled to neither pledge the goods nor transfer the ownership thereof nor loan the goods to third parties.

4.2. Notwithstanding the foregoing, the risk of loss or destruction of the goods sold will be integrally born by the other party and this as from the moment that the goods are delivered to them. Until the full payment has taken place, the other party is obliged to insure the goods against fire hazard and other risks to be insured and to store them with the necessary care and identifiability.

4.3. The other party undertakes to make the unpaid goods available to us on first request and already now grants authorisation to the person designated by us to then enter the space and then take the goods with them.

#### **Art. 5: Offers**

5.1. All offers are entirely without obligation. When the price quotations relate to matters that are the subject of public tenders, our prices only remain valid to the extent that the contractor enters into the commitment to transfer the order to us within 8 days following the invitation to tender, subject to the approval of the tender.

5.2. The prices mentioned in the offer are exclusive of VAT and other government levies, as well as any under other expenses to be incurred in the context of the agreement, including shipping and administrative costs, unless otherwise stated in the offer.

#### **Art. 6: Cancellation**

6.1. In the event of cancellation of an order, the buyer must, on the grounds of loss of profits, pay a compensation of 15% of the amount of the order, with a minimum of € 2,500.00, notwithstanding the right of ZINGAMETALL to recover the actual additional damages from the buyer.

#### **Art. 7: Risk**

Unless otherwise agreed, goods sold always travel at risk of the seller. Any loss must be notified by registered letter within 8 days of becoming aware of such.

#### **Art. 8: Delivery**

8.1. The delivery periods are indicated only for information purposes and are not binding on ZINGAMETALL. ZINGAMETALL cannot be held responsible for cases of accident or force majeure. In these last cases, no order may be cancelled by virtue of a late delivery.

8.2. Delay in delivery does not entitle the customer to compensation or price reduction or to rescind the contract or suspend any obligation to the customer.

#### **Art. 9: Liability**

9.1. ZINGAMETALL undertakes to perform all services to be provided with care. ZINGAMETALL is not liable for errors in execution due to insufficient or incorrect input by the customer.

9.2. ZINGAMETALL may not be held liable for any error (even gross negligence) of it or its employees, except in case of fraud. ZINGAMETALL shall not, whatever the cause, the form or subject matter of the action in which the liability is invoked, be held liable under any circumstances for any consequential damages such as loss of anticipated profits, decrease in turnover, increased operating costs, loss of clientele, which the customer or third parties might suffer as a result of any error or negligence of ZINGAMETALL or agent.

9.3. The liability of ZINGAMETALL regarding the services provided to the customer is in any case limited to either the reimbursement of the price paid by the customer, or the need to perform the services again, at the discretion of ZINGAMETALL. The total liability of ZINGAMETALL shall never exceed the price paid by the customer to ZINGAMETALL for the services that gave rise to the loss.

#### **Art. 10. Force majeure**

10.1. Force majeure shall mean any circumstance of which (further performance of) the agreement cannot reasonably be required. This includes, in any case but not exclusively, data loss due to computer failure, virus infection, machinery breakdown, strikes, public unrest, natural disasters, terrorist attacks, political and administrative measures and other unexpected events that prevent or restrict the business operations.

10.2. Force Majeure situations and all measures over which ZINGAMETALL has no control, relieve ZINGAMETALL for the duration of the disruption and for their scope of its commitments, without any right to price reduction or compensation for damages for the customer.

**Art. 11: Nullity**

In the event that any provision of these general terms and conditions is invalid, the remaining provisions shall remain in full force and ZINGAMETALL and the customer shall replace the invalid provision by another provision that approaches the purpose and intent of the invalid provision as closely as possible.

**Art. 12: Regulations on disputes and applicable law**

12.1 The district courts of Ghent have jurisdiction over all disputes or claims arising from the purchase agreement concluded with ZINGAMETALL.

12.2 Any purchase agreement entered into with ZINGAMETALL is governed by Belgian Law.